

RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNIFICATION

Purpose of this Form. This form is to be signed by the Participant (and the Parent/Guardian of any Participant under the age of 18) in the Program. In consideration of the educational, social, recreational, and other benefits to be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows.

Definitions. The following terms have the stated meaning when used in this document:

- **Participant** – the student participating in the Program and all related activities that executes this document.
- **Potential Liabilities** – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from Participant’s involvement in the Program, such as medical expenses, other costs, injury, sickness, or death.
- **Program** – the Moundville Native American Festival, in conjunction with or arranged by the Moundville Archaeological Park and to be held on or about October 4-7, 2023, including all activities incidental or connected therewith.
- **UA** – The Board of Trustees of the University of Alabama, including the University of Alabama, foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives and volunteers.

Liability Release. THIS IS A RELEASE OF LIABILITY. Participant knowingly and voluntarily waives, releases, exculpates, and discharges UA from and against any and all Potential Liabilities connected with the Program. By signing this form, you voluntarily agree to discharge UA in advance from all such Potential Liabilities.

Indemnification. Participant agrees to hold harmless and indemnify UA from and against all Potential Liabilities related to or arising from Participant’s involvement in the Program.

Assumption of Risk. Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation: activities potentially related to the Program; travel risks such as accidents, crashes, and risks from autos operated by UA as well as autos operated by other individuals or entities, poorly maintained streets, sidewalks, as well as criminal acts that can result in serious injury or death; premises risks, including those that may be owned by others and risks from water, such as drowning; injury risks from falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in the Program (such as transmitted illnesses or others’ actions); health risks, such as heart or respiratory events as well as other risks inherent in any strenuous activities, including things identified as “injury risks” herein; equipment risks, including failure, misuse, inherent risks, and risks from non-UA equipment; and other risks and hazards beyond the control of UA or others. Participant acknowledges that he/she has had an opportunity to investigate the Program before executing this form and, knowing and understanding all risks associated with the Program, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Program. Participant also agrees to take all reasonable steps to avoid any risks, injury, or death.


Health Care and Emergencies. UA does not accept responsibility or liability for providing health care services or health care insurance for Participant. Participant should consult his/her own medical care provider, and warrants his/her physical fitness to participate in the Program. Participant authorizes UA to obtain any necessary medical treatment for Participant during the Program. Participant agrees to be responsible for the payment of any fees and charges that may be imposed by any doctor or hospital facility in the provision of medical care to Participant. Further, Participant agrees to indemnify and hold UA harmless from any claim that may be made by a

doctor of medical facility of said fees and charges incurred in the provision of medical care to Participant. If requested, the Participant may be required to provide the name(s) and contact number(s) for a parent, guardian, or other party that is a reliable contact in the event of emergencies.

Conduct. Participant agrees, for the duration of the Program, to abide by all applicable federal, state, and local laws as well as the rules and regulations for the Program. Participant also agrees to at all times to comply with UA’s Student Code of Conduct, which applies to behavior on and off campus. Further, Participant agrees to follow posted signs as well as instructions and directions of any accompanying University official, trip leader/organizer, or other official associated with an activity involved in the Program. Participant shall conduct himself/herself in a manner that brings honor to himself/herself, his/her family and his/her community.

Program Time/Contact. All times set with regard to the Program are firm. Participant may be left behind and will have to arrange for his/her own transportation. Each Participant is responsible for providing a cell phone or text address (with working device) to allow for a method to notify the Participant of schedule changes. Participant understands that schedule changes may occur over the course of the Program.

ACKNOWLEDGEMENT. I, AS PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY RIGHTS. RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH THE PROGRAM, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND PARTICIPATE IN THE PROGRAM. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ME SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT. I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, MY HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS.

Participant’s Signature  Printed Name Tejah Aujonae Taubodo

Date 09/25/2023 Participant’s Date of Birth 05/25/2023 Participant’s CWID 11833950

***If Participant is under the age of 18, a Parent/Guardian must also execute this document. THE SIGNING PARENT/GUARDIAN CERTIFIES THAT HE/SHE IS OVER THE AGE OF 18, HAS READ AND UNDERSTANDS THIS DOCUMENT, UNDERSTANDS THE RISKS, INCLUDING INJURY OR DEATH, ASSOCIATED WITH THE PROGRAM, IS VOLUNTARILY ALLOWING PARTICIPANT TO TAKE PART IN THE PROGRAM, HAS THE RIGHT TO SIGN ON BEHALF OF THE PARTICIPANT, IS SIGNING THIS DOCUMENT VOLUNTARILY, ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT, AND AGREES TO ENTER INTO THE SAME, FULLY INTENDING TO LEGALLY BIND PARTICIPANT, HIS/HER HEIRS, SUCCESSORS, AND ASSIGNS TO THE TERMS OF THIS DOCUMENT.**

Parent/Guardian Signature _____

Printed Name _____

Relationship to Participant _____

Date _____